

CV 15

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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CMA CGM S.A. and CMA CGM
(AMERICA) LLC,

15 Civ. _____

U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

Plaintiffs,

-against-

SAGA RECYCLING LLC,

Defendant.

COMPLAINT

**GLEESON, J.
MANN, M.J.**

PLEASE TAKE NOTICE that Plaintiffs, CMA CGM S.A. ("CMA") and CMA CGM (AMERICA) LLC ("CMA AMERICA"), by their attorneys, Mahoney & Keane, LLP, as and for a Complaint against Defendant, SAGA RECYCLING, LLC ("SAGA"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's diversity, pendent, supplementary, and ancillary jurisdiction.
2. Plaintiff CMA is a legal entity duly organized and existing pursuant to the laws of a foreign country, with offices and a place of business located at 4 Quai d'Arenc, 13002 Marseille, France.
3. Plaintiff CMA AMERICA is a legal entity duly organized and existing pursuant to the laws of one of the states of the United States, with offices and a place of business located at 5701 Lake Wright Drive, Norfolk, VA 23502.

4. Defendant SAGA is a business entity organized and existing pursuant to the laws of New York with offices and a place of business located at 1941 Batchelder Street, Brooklyn, New York 11229 and/or 6623 13th Avenue, Brooklyn, New York 11219.

5. The United States District Court for the Eastern District of New York is the proper venue for this action, as Defendant, SAGA, resides or maintains a principal place of business in this district, the parties' subject contracts expressly permit commencement of suit in this district, and a substantial portion of the events giving rise to the dispute occurred in this district.

6. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION

7. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "7" as if specifically set forth herein at length.

8. On or about October and November of 2013 and at all times relevant herein, Plaintiff CMA as "Carrier," and Defendant, SAGA, as "Consignee" and "Merchant," through their responsible representatives entered into and were parties to Bills of Lading numbered GT1283295 and GT1283347 for the ocean carriage from Santo Tomas de Castilla, Guatemala to the Savannah, Georgia of four 40' containers said to contain cargoes of plastic scrap, all in consideration of payments by SGAG to Plaintiffs for said services.

9. Plaintiffs duly performed all duties and obligations required to be performed by Plaintiffs in connection with the goods.

10. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject bills of lading, tariffs, and/or other related agreements by, inter alia, failing to pay per diem charges for freight, detention, demurrage, and/or other associated costs accrued on the cargoes, all as duly invoiced by Plaintiffs to Defendant.

11. As a result of Defendant's breach of the agreements, Plaintiffs have incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the governing contracts and at law.

12. Plaintiffs have placed Defendant on notice of their claim that Defendant has breached the subject agreements and violated Plaintiffs' rights under the law.

13. Despite Plaintiffs' repeated demands, Defendant has failed to pay the Plaintiffs' damages due and owing under the agreements and at law.

14. By reason of the foregoing, Plaintiffs have sustained damages in the amount of \$137,231.90, together with interest, costs, fees, including reasonable attorneys' fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION

15. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "14" as if specifically set forth herein at length.

16. Defendant has an account stated with the Plaintiffs.

17. By reason of the foregoing, Plaintiffs have sustained damages in the amount of \$137,231.90, together with interest, costs, fees, including reasonable attorneys' fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION

18. Plaintiffs repeat and reiterates each and every allegation contained in paragraphs "1" through "17" as if specifically set forth herein at length.

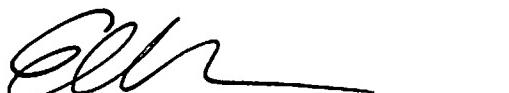
19. Plaintiffs are due from Defendant the quantum meruit of Plaintiffs' services.

WHEREFORE, Plaintiffs pray that judgment be entered in favor of Plaintiffs for an amount exceeding \$137,231.90, together with interest, costs, fees, including reasonable attorneys' fees, and disbursements; that Court process be issued against the Defendant; and that Plaintiffs be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York
June 22, 2015

MAHONEY & KEANE, LLP
Attorneys for Plaintiffs

By:



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